

REMARKS

The Office Action of August 20, 2003 has been carefully reviewed and these remarks are responsive thereto. Claims 14, 26, 41-42 have been canceled; claims 43-55 have been added; and claims 15-25, 27, 29-35 and 37-39 have been amended. Claims 15-25, 27-40 and 43-55 remain pending in this application upon entry of the present amendment. Reconsideration and allowance of the instant application are respectfully requested based upon the above amendments and the following arguments.

Interview Summary

Applicants and Applicants' representatives would like to thank the Examiners for their courtesy in conducting an interview regarding the prior art rejections on November 5, 2003.

At the interview, Applicants discussed the teachings of the Walker reference, specifically, how it teaches away from the invention claimed in claim 16. The Examiners agreed that Walker does in fact teach away from claim 16, and thus could not properly be combined with Ludwig for rejection under 35 U.S.C. 103(a). Applicants also discussed claims 14 and 27; however, agreement was not reached with respect to claims 14 and 27.

Claim Amendments

Claim 16 has been amended to be in independent form. No new matter has been added to the claim. Claims 15-25, 27 and 37-39 have been amended to depend from newly independent claim 16 rather than canceled claim 14. Claims 29-35 have been amended to correct numbering based on the amendments to claim 16. Claims 43-55 have been added. Support for the new claims may be found in the specification as originally filed, including at least at page 47, lines 21-25; page 49, lines 12-24; and page 48, lines 8-14 of the specification. Applicants submit that these newly added claims are allowable over the cited art for the reasons discussed below.

Claim Rejections

Rejections Based on *Ludwig et al.*

Claims 14-15, 18-19, and 25-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig et al.*, U.S. Pat. No. 5,854,893 (hereinafter referred to as *Ludwig*). Claim 14 has been canceled, rendering this rejection moot. Claims 15, 18-19, and 25 have been amended to depend from claim 16 and are thus allowable as discussed below with respect to claim 16.

Claim 26 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig*. The Office Action states that claim 26 is the system form of claim 14 and recites the same functionality. The Office Action further states that *Ludwig* further discloses a plurality of computers networked (Fig. 1), a plurality of web browsers (Fig. 2B), a database that stores information concerning the user-defined network environment (Col. 8, lines 27-40), and computers networked through the Internet, an IP-based entity (Col. 8, lines 16-26). Applicants have canceled claim 26, rendering this rejection moot.

Rejections Based on *Ludwig* in view of *Walker*

The Office Action rejected claims 16-17, 27-31 and 33-38 as unpatentable over *Ludwig* in view of *Walker*, U.S. Pat. No. 6,240,396 (hereinafter *Walker*). With respect to claim 16, the Office Action stated that each of the features described in canceled claim 14 was present in *Ludwig* with the exception of a group identifier and description. The Office Action further stated that it would have been obvious to one of ordinary skill in the art at the time of invention to have provided a group identifier and description to users because it would have allowed a user to locate and confirm identity of groups in which he or she might wish to participate. The Office Action further alleged that with respect to claim 16, *Walker* discloses advertising for prospective participants at Col. 2, lines 1-19.

A prima facie case of obviousness may be rebutted by showing that the art, in any material respect, teaches away from the claimed invention. *In re Geisler*, 116 F.3d 1465, 1471, 43 USPQ2d 1362, 1366 (Fed. Cir. 1997). Although *Walker* may disclose advertising for prospective participants, it does so to demonstrate the problems inherent in the prior art:

Resellers may rely on classified advertisements in the newspaper, electronic bulletin boards, established contacts or "chat rooms" on the Internet A number of shortcomings, however, exist for both buyers and sellers in the present resale market. First, the aforementioned methods of advertising are generally neither efficient nor flexible. The cost of advertising often outweighs the marginal profit gained through advertising. For instance, an advertiser may pay \$30 for a classified ad that results in an additional profit of only \$15. Moreover, advertisements are difficult to remove from the public realm once tickets are resold.... Further, advertising is especially difficult because many transactions need to be completed just before an event occurs.

Walker col. 1, line 62 through col. 2, line 14. Clearly, *Walker* discourages the use of advertisements for prospective participants and presents an alternative to doing so. In discouraging such use, *Walker* teaches away from the invention claimed in claim 16, which includes advertising. Accordingly, for at least this reason, claim 16 is allowable over the combination of the *Ludwig* and *Walker* references. Because *Walker* teaches away from the claimed invention, as agreed during the Examiner interview, Applicants respectfully request that the rejection of amended claim 16, and claims 17, 27-31, and 33-38 which are now dependent from claim 16 as a result of the present claim amendments, be withdrawn.

In addition, with respect to claim 27, the Office Action alleges that *Ludwig* discloses the invention substantially as claimed. It further states that steps 4-8 as set forth in claim 27 are disclosed in *Walker* and that it would have been obvious to combine the negotiation method steps in *Walker* with the method disclosed in *Ludwig* because doing so would facilitate a "haggling type negotiation" disclosed in *Walker*. More specifically, the Office Action states that researching responses is shown at col. 9, line 38 to col. 10, line 26 and that negotiating to accept a response is found in Figure 5E and in the abstract. Applicants respectfully traverse for at least the following reasons. *Walker* fails to teach, suggest, or disclose at least the steps of (6) researching responses, and (7) negotiating to accept a response.

Claim 27, as amended, recites in relevant part:

The method of claim 16, wherein the plurality of web-accessible tools provide for negotiating a deal over the plurality of computers, and the method further comprises:

(5) posting on the web page an electronic list of information regarding one or more offers to form a contract;

(6) posting on the electronic list one or more responses to the one or more offers;

- (7) researching the one or more responses to determine whether they satisfy one or more contract criteria;
- (8) negotiating over the network between at least two parties to accept or modify one or more of the responses; and
- (9) electronically signing a document to consummate the contract.

The method disclosed in *Walker* generally works in the following manner: A person interested in purchasing a ticket for an event posts the highest price they'd be willing to pay for a seat in the form of a binding offer to buy. The offer is posted on the network where prospective sellers view the offer to buy, and accept the offer if the terms are satisfactory. Likewise, a person who is interested in selling a ticket can post an offer to sell at a particular price. A buyer can immediately accept the offer to sell. There is no mechanism disclosed in which negotiation takes place. All offers are either accepted or rejected. Thus, in the system disclosed in *Walker*, the only response that will be communicated with respect to an offer to buy or sell a ticket will be an acceptance by another party.

The passage cited by the Office Action as teaching "researching one or more responses to determine whether they satisfy one or more contract criteria" states the following:

Next, at step 718, the user selects the desired event based on the event ID number. At step 720, central controller 200 requests certain information from the user pertaining to the offer, such as

- (1) the number of tickets desired;
- (2) the price for each ticket;
- (3) the location desired for each ticket; and
- (4) optionally, a date through which the offer is valid.

The user indicates the number of tickets he would like and the price he is willing to spend, based on the particular location of the tickets. The user may choose the exact location of seats that correspond to the price he is willing to pay using a graphical representation of the venue. For instance, based on the venue ID number (stored in field 522 of venue table 520), central controller 200 retrieves from memory and provides to the user at remote user terminal 300 a graphical representation of seating at that particular venue. In one embodiment, central controller 200 first provides a broad general outline of the entire venue (e.g., display by sections). The user can then click on a particular area to narrow his search for exact seats. With each successive selection click, the display screen at user terminal 300 narrows the scope of displayed seating until the user finds the seats he desires. The user can then select the

group of seats which corresponds to the purchase offer. Central controller 200 stores the selected seats in fields 559-564 of the offer table 550. If the user prefers to select one section or multiple sections instead of specific seats, he can enter a range of selections. Central controller 200 then stores this broader selection by only using the section fields 559 and 562, and leaving the other four fields empty.

Further, the user may provide a close date to denote a date on which the offer expires. As previously discussed, central controller 200 periodically reviews this close date, and changes the status of the offer to "expired" in field 557 of the offer table 550 once the date has passed.

At step 722, central controller 200 receives the offer information transmitted by the user, and as shown in step 724, central controller 200 creates a record of the offer in offer table 550. At step 728, the user is asked if he would like to make additional offers. At this point, if the user would like to make an offer for a separate event, he may go through the same process discussed in steps 716-724. However, if the user would like to make a related, or linked offer to the offer previously provided, they may do so as follows. First, in one embodiment they provide the same event ID as at step 718. Next, after submitting the same general information previously discussed, the user indicates that this offer is linked. The central controller then assigns the offer ID number created for the initial offer as the link ID number for the related offer, and stores in the link ID field 568 of the offer table 550.

Walker, Col. 9, line 38 – Col 10, line 27 (*emphasis added*). Plainly, the process being described in the passage above is the process of making an offer to purchase a ticket. For example, the cited passage states that “[a]t step 722, central controller 200 receives the offer information transmitted by the user, and as shown in step 724, central controller 200 creates a record of the offer in offer table 550. At step 728, the user is asked if he would like to make additional offers.” Nowhere in the passage is a response shown, nor is researching a response shown. Because the only response that occurs in *Walker* is an actual acceptance to an offer, there is never a need to research a response to an offer to form the contract as recited in step 6 of claim 27.

With respect to step (7) – negotiating over the network – the Office Action alleges that negotiation is shown in Figure 5E and in the abstract. The abstract in *Walker* recites:

A system for managing conditional purchase offers is disclosed where an individual searching for a ticket to a particular event may provide a guaranteed purchase offer to a plurality of potential sellers. Various methods and systems for completing such a transaction are also disclosed. An exemplary method includes: making available a guaranteed purchase offer to a plurality of potential sellers; potential sellers examining offers corresponding to a ticket they possess; and a potential seller providing an acceptance to the guaranteed purchase offer. The disclosure describes a method of payment whereby both the buyer and seller must provide credit card pre-authorization to ensure payment and delivery of the ticket. Also, one embodiment discloses a delivery of the ticket that includes the participation of the venue hosting the event. In this embodiment, the traditional practice of exchanging tickets for cash is replaced with an electronic serial number system. According to this system, the venue may be notified to cancel the serial number originally assigned to the ticket held by the seller, and re-assign a new serial number directly to the buyer. The buyer may then exchange this number for a ticket at the venue box office.

Nowhere in the abstract is negotiating between two parties shown. The abstract teaches providing a guaranteed purchase offer followed by a seller acceptance, but nothing more. No haggling type negotiation is demonstrated therein.

Figure 5E (pictured below) is merely a transaction table that shows the data model for a completed transaction. No negotiation is shown therein.

TRANSACTION TABLE 580

TRANSACTION ID	OFFER ID	ACCEPTANCE DATE	TRANSACTION AMOUNT	BUYER AMOUNT CHARGED	SELLER AMOUNT AUTHORIZED	PROCESSING FEE	DATE TICKETS RECEIVED
581	582	583	584	585	586	587	588
TR001	0444	5/2/97	\$380	\$420	\$400	\$20	

585

SELLER ID	ORIGINAL TICKET NUMBER(S)	NEW TICKET NUMBER(S)
589	590	591
2000	667913, 667914	NT665128 NT665129

FIG. 5e

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Because the allowed responses to the offers are limited to acceptances of the offers, *Walker* fails to disclose negotiating over the network between the parties to accept or modify the responses as recited in step 7 of claim 27. Accordingly, claim 27 is further allowable over *Ludwig* in view of *Walker*.

Claims 28-31 and 33-36 all depend back to claims 16 and 27, and in addition to being allowable based on their dependency on allowable base claim 16, are allowable for at least the same reasons as provided immediately above. Claim 17 also depends from allowable claim 16. The deficiencies of *Ludwig* with respect to this claim are not cured by *Walker*. Thus, claim 17 is also allowable.

Rejections Based on *Ludwig* in view of *Ferguson*

Claims 20-23 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig* in view of *Ferguson*, U.S. Pat. No. 5,995,951 (hereinafter *Ferguson*). Applicants submit that claims 20-23 are allowable as based on allowable claim 16. In addition, *Ferguson* does not cure the deficiencies in *Ludwig* identified above. Claims 20-23 are therefore allowable over *Ludwig* in view of *Ferguson*.

Rejection Based on *Ludwig* in View of *Microsoft Press Computer Dictionary, Third Edition*

Claim 24 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig* in view of *Microsoft Press Computer Dictionary, Third Edition* (hereinafter *Microsoft Press*). Applicants submit that claim 24 is allowable as being based on allowable claim 16. In addition, *Microsoft Press* does not cure the deficiencies in *Ludwig* identified above. Claim 24 is therefore allowable over *Ludwig* in view of *Microsoft Press*.

Rejection Based on *Ludwig* and *Walker* in view of *Axaopoulos et al.*

Claim 32 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig* and *Walker* in view of *Axaopoulos et al.*, U.S. Pat. No. 6,286,002 (hereinafter *Axaopoulos*). Applicants submit that claim 32 is allowable as being based on allowable claim 16 and allowable claim 27. In addition, *Axaopoulos* does not cure the deficiencies in *Ludwig* identified above, nor does it cure the deficiencies in *Walker* that were previously pointed out. Claim 32 is therefore allowable over *Ludwig* and *Walker* in view of *Axaopoulos*.

Rejections Based on *Ludwig* in view of *Tannenbaum*

Claims 39 and 41 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig* in view of *Tannenbaum*, Computer Networks, Second Edition (hereinafter *Tannenbaum*). Applicants submit that claim 39 is allowable as being based on allowable claim 16. In addition, *Tannenbaum* does not cure the deficiencies in *Ludwig* identified above.

With respect to claim 41, the claim has been canceled, thus rendering the rejection moot.

Rejections Based on *Ludwig* and *Tannenbaum* in view of *Dictionary*

Claims 40 and 42 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Ludwig* and *Tannenbaum* in view of the *Dictionary of Computer and Internet Terms* (hereinafter *Dictionary*). Applicants submit that claim 40 is allowable as being based on allowable base claim 16. In addition, *Dictionary* does not cure the deficiencies in *Ludwig* and *Tannenbaum* identified above. Claim 40 is therefore allowable over *Ludwig* and *Tannenbaum* in view of *Dictionary*.

Claim 42 has been canceled rendering the rejection of claim 42 moot.

New Claims

New claim 43 provides for a first database that stores information concerning a directory of users available to be included as group members in a user-defined negotiation environment. Claim 43 provides for a second database that stores information concerning the group members included in the user-defined negotiation environment. Claim 43 also provides for a third database comprising a document repository for storing documents available in the user-defined negotiation environment. New claim 43 also recites providing a group-specific lexicon comprising preferred forms of standard terms for use in the user-defined negotiation environment.

Ludwig fails to teach or suggest at least a first database that stores information concerning the user-defined negotiation network, a second database that stores information concerning the group members included in the user-defined negotiation environment, and a third database that serves as a document repository. The portion of *Ludwig* referred to in the Office Action as pertaining to the second database (col. 8, lines 27-40) with respect to canceled claim 26 discloses only a multimedia database. Col. 8, lines 27-40 of *Ludwig* recite the following:

Note in FIG. 3 that Data LAN hub 25, A/V Switching Circuitry 30 and MLAN Server 60 also provide respective lines 25b, 30b, and 60c for coupling to additional multimedia resources 16 (FIG. 1), such as multimedia document management, multimedia databases, radio/TV channels, etc. Data LAN hub 25 (via bridges/routers 11 in FIG. 1) and A/V Switching Circuitry 30 additionally provide lines 25c and 30c for coupling to one or more other MLANs 10 which may be in the same locality (i.e., not far enough away to require use of WAN technology). Where WANs

are required, WAN gateways 40 are used to provide highest quality compression methods and standards in a shared resource fashion, thus minimizing costs at the workstation for a given WAN quality level, as discussed below.

Plainly, the only databases disclosed in this passage are multimedia databases. Applicants submit that a multimedia database is significantly different from any of the three databases recited in new claim 43. None of the other cited references cure these deficiencies.

Moreover, *Ludwig* and the other cited references fail to teach or suggest providing a group-specific lexicon comprising preferred forms of standard terms for use in the user-defined negotiation environment. Accordingly, claim 43 and its dependent claims are allowable over the art of record in this case.

Conclusion


If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733 accordingly.

All rejections having been addressed, applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same.

Respectfully submitted,

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